

REMARKS

Claims 1-19 are pending.

Claims 1-19 are rejected.

Claim 1 is amended to claim that the third party is a network operator.

Claims 14 and 16 are amended to be consistent with the network operator language of Claim 1.

No new matter was added in view of these amendments.

I. U.S.C. 103(a) Rejection of Claims 1-5, 7-9, and 12-19

The Examiner rejected Claims 1-5, 7-9, and 12-19 under 35 U.S.C. 103(a) as being anticipated by Dejaeger, (U.S. Patent 6,296,185) and in further view of Payton et al. (U.S. Patent 5,790,935). Applicants disagree with this ground on rejection.

A. As amended, Claim 1 now more specifically claims a “network operator” which is responsible for maintaining a network connection between said content provider and user receiver. The closest the Examiner comes to rejecting the concept of a “network operator” is in regards to Claim 16, but the idea of what the Examiner refers to being a network operator is referred to by the Examiner within the context of Dejaeger (col. 26, lines 47-66). Part of this section of the Dejaegar reference is repeated below:

“A serial port 102a of the signature capture device 102 is coupled to a fourth serial port 110c of the port expander device 110 via a serial communication line 124 (e.g., an RS-232 serial data cable). Hence, the processing unit 78b communicates with the signature capable device 102 via a data path that includes the USB communication line 102...Capturing a customer’s signature with a signature capture device 102 generally causes the retailer to be charged a smaller transaction fee for

the credit card transaction from the bank or other financial institution which issued the customer card."

Clearly, a network operator as claimed in Claim 1 is not a financial institution or bank that issued a credit card or a banking institution that is like VISA or MasterCard. A network operator is to be understood to be a network that is controlled by an Internet provider (for example) which is used between a content operator and a user receiver. Even if one were to argue that a network operator, as within the context of the claims/specification of the present inventor could be construed to be what is taught in Dejaeger, such a suggestion would be unreasonable and would not make sense. That is, during patent examination, the pending claims must be "given their broadest reasonable interpretation consistent with the specification." >The Federal Circuit's *en banc* decision in *Phillips v. AWH Corp.*, 415 F.3d 1303, 75 USPQ2d 1321 (Fed. Cir. 2005) expressly recognized that the USPTO employs the "broadest reasonable interpretation" standard.

B. In the last rejection, the Examiner correctly recognized that the Dejaeger reference does not disclose or suggest the concept of a content provider nor does it recognize the concept of on-demand content which would be transmitted from such a content provider. To remedy this deficiency the Examiner combines Dejaeger with Payton as according to the Examiner, "Payton discloses a system that receives a subscribers request for on-demand content (see Payton FIG. 3b). It would have been obvious to combine the teachings of Dejaeger with those of Payton for the purpose of broadening the types of goods and services that are allowed to be purchased". This reasoning for supporting obviousness (why would one combine the self-service cash register of Dejaeger which lists groceries that are being purchased with an on-demand delivery system, as described in Payton?). In the most favorable light, the Examiner's rationale is a mere conclusory statement

The key to supporting any rejection under 35 U.S.C. 103 is the clear articulation of the reason(s) why the claimed invention would have been obvious. The Supreme Court in *KSR* noted that the analysis supporting a rejection under 35

U.S.C. 103 should be made explicit. The Court quoting *In re Kahn*, 441 F.3d 977, 988, 78 USPQ2d 1329, 1336 (Fed. Cir. 2006), stated that "[R]ejections on obviousness cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness." *KSR*, 550 U.S. at ___, 82 USPQ2d at 1396.

C. Concerning the element of Claim 1 that states, "displaying summary information for each of the plurality of financial transactions upon receipt of a display request for on-demand content from a user receiver", the Examiner writes that such an element is found in *Dejaeger* (in view of *Payton*) where the, "Examiner interprets the users operation of the checkout as a request". It is obvious that when a user wants to checkout from a grocery system as in *Dejaeger*, they are paying for their groceries. This checkout of the Examiner is not "a display request for on-demand content from a user receiver". Specifically, the request for on-demand content such as a movie or a television show is not the same as paying for your groceries as disclosed in *Dejaeger* with *Payton*.

D. Claim 1 also refers to a "third party" and a "third party controlled database". The Examiner claims that such a recitation is taught in col. 34, lines 44-58 of *Dejaeger* with *Payton* which refers to local memory devices that are used for a check out process. In the most favorable light, *Dejaeger* presumably teaches that there is some type of data that relates the UPC code that is scanned at the register and the register will indicate the price of the item via the memory device in a register. How this is the same as the "third party" and the "third party controlled database" as in Claim 1 is not clear in the Examiner's rejection.

E. Claim 3 claims the element of "including linking information for obtaining additional content from a specific content provider". This specific element of Claim 3 is neither disclosed nor suggested in *Dejaeger*. *Dejaeger* does teach the concept of displaying of displaying an advertisement related to a grocery that a person is buying at a store (*Dejaeger*, col. 59, lines 49-64) such as when a person buys beer from a store, one would see an advertisement for beer. This disclosure of *Dejaeger* has

nothing to do with a claimed content provider (as in Claim 3) nor does such advertisement of Dejaeger provide "linking information" to a content provider. That is, the linking information within the context of the specification (which is the broadest reasonable interpretation, see above) is used for getting on-demand content via the network provider. That is, the Examiner still does not indicate what is "linking information".

II. U.S.C. 103(a) Rejection of Claims 6 and 11

The Examiner rejected Claims 6 and 11 under 35 U.S.C. 103(a) as being unpatentable over Dejaeger in view of Payton.

The operation of Claim 6 is not disclosed or suggested in Dejaeger. Specifically, Dejaeger does disclose the idea of having a single format in which to display a check out transaction such as using item price, item description, and the like (see Dejaeger, col. 6, lines 48-56). This operation however has nothing to do with determining the display capabilities of a set top box which operates as the user receiver. That is, Dejaeger knows how information is going to be displayed without considering the "display capabilities" of the user receiver where the display capabilities affect which format is to be used, unlike what is claimed in Claim 6. That is, the disclosed system of Dejaeger does not perform the operation of Claim 6 nor is such an operation even suggested.

The Examiner also indicates that the claimed element of "from a plurality of formats" corresponds to the summary information itself which could be displayed information such as the transaction information such as item price, item description, etc. This is not what display format means, as display format within the accepted parlance means for example high definition or standard definition. It does not mean the type of information that is to be displayed (as in Dejaeger).

Also, the Examiner writes that a display device and a set top box should be considered to be the same thing. They are not. From a technical standpoint, a set

top box would be the device that generates a video signal and a display device displays such a video signal. In the rejection, the Examiner is essentially, stating that a receiver that generates a signal is the same as a receiver that receives a signal. Clearly, this cannot be correct. This problem is not remedied if one were to consider the complete teachings of Dejaeger with Payton.

For the reasons above, Applicants request that the Examiner remove the rejection to Claims 6 and 11.

III. U.S.C. 103(a) Rejection of Claim 10

The Examiner rejected Claims 10 and 25 as being anticipated by 35 U.S.C. 103(a) as being unpatentable over Dejaeger in view of Fields (U.S. Patent 4,400,724). Applicants disagree with this ground of rejection.

In view of the reasons given above

For the reasons given above, Applicants assert Claim 10 is patentable because such a claim depends on allowable Claim 1. Applicants request that the Examiner remove the rejection to these claims.

Respectfully submitted,

By: /Joel M. Fogelson/

Patent Operations
Thomson Licensing Inc.
P.O. Box 5312
Princeton, NJ 08543-5312

Joel M. Fogelson, Attorney for
Applicants
Registration No.: 43,613
(609) 734-6809

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